

STEPHANIE FORMAN, ESQ.; STATE BAR NO.: 195757  
DIANA M. RIVERA, ESQ.; STATE BAR NO.: 222025  
HEIDI J. SINAVSKY, ESQ.; STATE BAR NO.: 292553

**THARPE & HOWELL, LLP**  
15250 Ventura Blvd., Ninth Floor  
Sherman Oaks, California 91403  
(818) 205-9955; (818) 205-9944 fax  
E-Mail: [sforman@tharpe-howell.com](mailto:sforman@tharpe-howell.com)  
E-Mail: [drivera@tharpe-howell.com](mailto:drivera@tharpe-howell.com)  
E-Mail: [hsinavsky@tharpe-howell.com](mailto:hsinavsky@tharpe-howell.com)

Attorneys for Defendant,  
LOWE'S HOME CENTERS, LLC

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION

ELLEN HALBERT,  
  
Plaintiff,  
  
v.  
  
LOWE'S COMPANIES, INC.; and  
DOES 1-25, inclusive,  
  
Defendants.

Case No.: 8:18-cv-1238-JVS-DFM

[Orange County Superior Court;  
Case No.: 30-2018-00991234-CU-PO-CJC]

**STIPULATED PROTECTIVE ORDER**

1. A. PURPOSE

Plaintiff ELLEN HALBERT ("Plaintiff") and Defendant LOWE'S HOME CENTERS, LLC ("Lowe's" or "Defendant") jointly submit this Stipulated Protective Order pursuant to Federal Rules of Civil Procedure, Rule 26(c)(1) limiting the use and disposition of certain information and documents during litigation of this matter. The parties agree that discovery in this action may yield documents and information of a sensitive and confidential nature, including but not limited to, Defendant's proprietary policies and procedures, personnel files of present and former employees, and other confidential information that may be subject to discovery in the proceedings in this matter but which should not be made available to the public

1 generally (the "Confidential Documents").

2 As a result, the parties have agreed to this jointly submitted Stipulated  
3 Protective Order and request that it be adopted by order of this Court.

4 **B. GOOD CAUSE STATEMENT**

5 Federal Rules of Civil Procedure, Rule 26(c)(1) states in pertinent part, that  
6 the Court, upon a showing of good cause may "issue an order to protect a party from  
7 annoyance, embarrassment, oppression, or undue burden or expense." Fed.R.Civ.P.  
8 26(c)(1). In the instant matter, Defendant's Confidential Documents contain  
9 proprietary and confidential trade secret information relating to defendant's business  
10 practices and its safety protocol. Defendant derives independent economic value  
11 from maintaining the confidentiality of the policies and procedures set forth in these  
12 Confidential Documents.

13 Defendant is a retailer in the home improvement industry and has conducted  
14 business in California since 1998. The home improvement retail industry is very  
15 competitive. As a result of years of investing time and money in research and  
16 investigation, Defendant developed the policies contained in the Confidential  
17 Documents for the purposes of maintaining the security and accessibility of its  
18 merchandise, providing quality customer service, and ensuring the safety of its  
19 employees and customers. These policies and procedures, as memorialized in the  
20 Confidential Documents, were created and generated by Lowe's for Lowe's, and are  
21 used for the purposes of maintaining safety at its stores and creating efficient and  
22 organized work environments for its employees. As a result, defendant is able to  
23 minimize the waste of any resources, which is a key factor in generating profitability  
24 for its business.

25 Defendant derives economic value from maintaining the secrecy of its  
26 Confidential Documents. If disclosed to the public, the trade secret information  
27 contained in defendant's Confidential Documents would reveal defendant's internal  
28 operations and could potentially be used by competitors as a means to compete for



1 its customers, interfere with its business plans and thereby gain unfair business  
2 advantages. If Defendant's safety protocol were revealed to the general public, it  
3 would hinder defendant's ability to effectively resolve and minimize liability claims,  
4 and its goal of protecting its customers and employees from theft and other crimes.  
5 Unrestricted or unprotected disclosure of such information would result in prejudice  
6 or harm to Defendant by revealing Lowe's competitive confidential information,  
7 which has been developed at the expense of Lowe's and which represents valuable  
8 tangible and intangible assets. Accordingly, the parties respectfully submit that there  
9 is good cause for the entry of this Protective Order.

10 2. DEFINITIONS

11 2.1 Action: this pending federal law suit.

12 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
13 of information or items under this Order.

14 2.3 "CONFIDENTIAL" Information or Items: information (regardless of  
15 how it is generated, stored or maintained) or tangible things that qualify for  
16 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the  
17 Good Cause Statement.

18 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
19 their support staff).

20 2.5 Designating Party: a Party or Non-Party that designates information or  
21 items that it produces in disclosures or in responses to discovery as  
22 "CONFIDENTIAL."

23 2.6 Disclosure or Discovery Material: all items or information, regardless  
24 of the medium or manner in which it is generated, stored, or maintained (including,  
25 among other things, testimony, transcripts, and tangible things), that are produced or  
26 generated in disclosures or responses to discovery in this matter.

27 2.7 Expert: a person with specialized knowledge or experience in a matter  
28 pertinent to the litigation who has been retained by a Party or its counsel to serve as

1 an expert witness or as a consultant in this Action.

2       2.8 House Counsel: attorneys who are employees of a party to this Action.  
3 House Counsel does not include Outside Counsel of Record or any other outside  
4 counsel.

5       2.9 Non-Party: any natural person, partnership, corporation, association, or  
6 other legal entity not named as a Party to this action.

7       2.10 Outside Counsel of Record: attorneys who are not employees of a party  
8 to this Action but are retained to represent or advise a party to this Action and have  
9 appeared in this Action on behalf of that party or are affiliated with a law firm which  
10 has appeared on behalf of that party, including support staff.

11       2.11 Party: any party to this Action, including all of its officers, directors,  
12 employees, consultants, retained experts, and Outside Counsel of Record (and their  
13 support staffs).

14       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
15 Discovery Material in this Action.

16       2.13 Professional Vendors: persons or entities that provide litigation support  
17 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
18 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
19 and their employees and subcontractors.

20       2.14 Protected Material: any Disclosure or Discovery Material that is  
21 designated as "CONFIDENTIAL."

22       2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
23 from a Producing Party.

24       3. SCOPE

25       The protections conferred by this Order cover not only Protected Material (as  
26 defined above), but also (1) any information copied or extracted from Protected  
27 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;  
28 and (3) any deposition testimony, conversations, or presentations by Parties or their



1 Counsel that might reveal Protected Material, other than during a court hearing or at  
2 trial.

3 Any use of Protected Material during a court hearing or at trial shall be  
4 governed by the orders of the presiding judge. This Order does not govern the use of  
5 Protected Material during a court hearing or at trial.

6 4. DURATION

7 Even after final disposition of this litigation, the confidentiality obligations  
8 imposed by this Order shall remain in effect until a Designating Party agrees  
9 otherwise in writing or a court order otherwise directs. Final disposition shall be  
10 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
11 or without prejudice; and (2) final judgment herein after the completion and  
12 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
13 including the time limits for filing any motions or applications for extension of time  
14 pursuant to applicable law.

15 5. DESIGNATING PROTECTED MATERIAL

16 5.1 Exercise of Restraint and Care in Designating Material for Protection.

17 Each Party or Non-Party that designates information or items for protection under  
18 this Order must take care to limit any such designation to specific material that  
19 qualifies under the appropriate standards. The Designating Party must designate for  
20 protection only those parts of material, documents, items, or oral or written  
21 communications that qualify so that other portions of the material, documents, items,  
22 or communications for which protection is not warranted are not swept unjustifiably  
23 within the ambit of this Order.

24 If it comes to a Designating Party's attention that information or items that it  
25 designated for protection do not qualify for protection, that Designating Party must  
26 promptly notify all other Parties that it is withdrawing the inapplicable designation.

27 5.2 Manner and Timing of Designations. Except as otherwise provided in  
28 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise



1 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
2 under this Order must be clearly so designated before the material is disclosed or  
3 produced.

4 Designation in conformity with this Order requires:

5 (a) for information in documentary form (e.g., paper or electronic documents,  
6 but excluding transcripts of depositions), that the Producing Party affix at a  
7 minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"),  
8 to each page that contains protected material. If only a portion or portions of the  
9 material on a page qualifies for protection, the Producing Party also must clearly  
10 identify the protected portion(s) (e.g., by making appropriate markings in the  
11 margins).

12 A Party or Non-Party that makes original documents available for inspection  
13 need not designate them for protection until after the inspecting Party has indicated  
14 which documents it would like copied and produced. During the inspection and  
15 before the designation, all of the material made available for inspection shall be  
16 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents  
17 it wants copied and produced, the Producing Party must determine which documents,  
18 or portions thereof, qualify for protection under this Order. Then, before producing  
19 the specified documents, the Producing Party must affix the "CONFIDENTIAL  
20 legend" to each page that contains Protected Material. If only a portion or portions  
21 of the material on a page qualifies for protection, the Producing Party also must  
22 clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
23 margins).

24 (b) for testimony given in depositions that the Designating Party identifies on  
25 the record, before the close of the deposition as protected testimony.

26 (c) for information produced in some form other than documentary and for  
27 any other tangible items, that the Producing Party affix in a prominent place on the  
28 exterior of the container or containers in which the information is stored the legend



1 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
2 protection, the Producing Party, to the extent practicable, shall identify the protected  
3 portion(s).

4 5.3 Inadvertent Failures to Designate. An inadvertent failure to designate  
5 qualified information or items does not waive the Designating Party’s right to secure  
6 protection under this Order for such material. Once a belated designation has been  
7 made, the material shall be treated as “CONFIDENTIAL” in accordance with this  
8 Order.

9 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

10 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
11 designation of confidentiality at any time that is consistent with the Court’s  
12 Scheduling Order.

13 6.2 Meet and Confer. The Challenging Party shall initiate the process for  
14 resolving discovery disputes under Local Rule 251.

15 6.3 Frivolous Challenges. Frivolous challenges, and those made for an  
16 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on  
17 other parties) may expose the Challenging Party to sanctions. Unless the Designating  
18 Party has waived or withdrawn the confidentiality designation, all parties shall  
19 continue to afford the material in question the level of protection to which it is  
20 entitled under the Producing Party’s designation until the Court rules on the  
21 challenge.

22 7. ACCESS TO AND USE OF PROTECTED MATERIAL

23 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
24 disclosed or produced by another Party or by a Non-Party in connection with this  
25 Action only for prosecuting, defending, or attempting to settle this Action. Such  
26 Protected Material may be disclosed only to the categories of persons and under the  
27 conditions described in this Order. When the Action has been terminated, a  
28 Receiving Party must comply with the provisions of Section 11 below.



1 Protected Material must be stored and maintained by a Receiving Party at a  
2 location and in a secure manner that ensures that access is limited to the persons  
3 authorized under this Order.

4 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
5 otherwise ordered by the court or permitted in writing by the Designating Party, a  
6 Receiving Party may disclose any information or item designated  
7 "CONFIDENTIAL" only to:

8 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as  
9 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
10 disclose the information for this Action;

11 (b) the officers, directors, and employees (including House Counsel) of the  
12 Receiving Party to whom disclosure is reasonably necessary for this Action;

13 (c) Experts (as defined in this Order) of the Receiving Party to whom  
14 disclosure is reasonably necessary for this Action and who have signed the  
15 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

16 (d) the court and its personnel;

17 (e) court reporters and their staff;

18 (f) professional jury or trial consultants, mock jurors, and Professional  
19 Vendors to whom disclosure is reasonably necessary for this Action and who have  
20 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

21 (g) the author or recipient of a document containing the information or a  
22 custodian or other person who otherwise possessed or knew the information;

23 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
24 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
25 requests that the witness sign the "Acknowledgment and Agreement to Be Bound"  
26 form attached as Exhibit A hereto; and (2) they will not be permitted to keep any  
27 confidential information unless they sign the "Acknowledgment and Agreement to  
28 Be Bound" attached as Exhibit A, unless otherwise agreed by the Designating Party



1 or ordered by the court. Pages of transcribed deposition testimony or exhibits to  
2 depositions that reveal Protected Material may be separately bound by the court  
3 reporter and may not be disclosed to anyone except as permitted under this  
4 Protective Order; and

5 (i) any mediator or settlement officer, and their supporting personnel,  
6 mutually agreed upon by any of the parties engaged in settlement discussions.

7 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

8 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
9 Protected Material to any person or in any circumstance not authorized under this  
10 Protective Order, the Receiving Party must immediately (a) notify in writing the  
11 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
12 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
13 whom unauthorized disclosures were made of all the terms of this Order, and (d)  
14 request such person or persons to execute the "Acknowledgment and Agreement to  
15 Be Bound" that is attached hereto as Exhibit A.

16 9. INADVERTENT PRODUCTION OF PRIVILEGED OR  
17 OTHERWISE PROTECTED MATERIAL

18 Inadvertent failure to designate documents or information as  
19 "CONFIDENTIAL" at the time of production or disclosure shall not constitute a  
20 waiver of any party's right to later designate them "CONFIDENTIAL." Once a  
21 belated designation has been made, the relevant documents shall be treated as  
22 "CONFIDENTIAL" in accordance with this Order.

23 10. MISCELLANEOUS

24 10.1 Right to Further Relief. Nothing in this Order abridges the right of any  
25 person to seek its modification by the Court in the future.

26 10.2 Right to Assert Other Objections. No Party waives any right it otherwise  
27 would have to object to disclosing or producing any information or item on any  
28 ground not addressed in this Protective Order. Similarly, no Party waives any right



1 to object on any ground to use in evidence of any of the material covered by this  
2 Protective Order.

3 10.3 Filing Protected Material. Without written permission from the  
4 Designating Party or a Court order, a party may not file in the public record in this  
5 action any Protected Material. A Party that seeks to file under seal any Protected  
6 Material must comply with Civil Local Rule 79-5 and with any pertinent orders of  
7 the assigned District Judge and Magistrate Judge. If a Party's request to file  
8 Protected Material under seal is denied by the court, then the Receiving Party may  
9 file the information in the public record unless otherwise instructed by the court.

10 11. FINAL DISPOSITION

11 Within 60 days after the final disposition of this Action, as defined in Section  
12 4, each Receiving Party must return all Protected Material to the Producing Party or  
13 destroy such material. As used in this subdivision, "all Protected Material" includes  
14 all copies, abstracts, compilations, summaries, and any other format reproducing or  
15 capturing any of the Protected Material. Whether the Protected Material is returned  
16 or destroyed, the Receiving Party must submit a written certification to the  
17 Producing Party (and, if not the same person or entity, to the Designating Party) by  
18 the 60 day deadline that (1) identifies (by category, where appropriate) all the  
19 Protected Material that was returned or destroyed and (2) affirms that the Receiving  
20 Party has not retained any copies, abstracts, compilations, summaries or any other  
21 format reproducing or capturing any of the Protected Material. Notwithstanding this  
22 provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
23 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
24 deposition and trial exhibits, expert reports, attorney work product, and consultant  
25 and expert work product, even if such materials contain Protected Material. Any  
26 such archival copies that contain or constitute Protected Material remain subject to  
27 this Protective Order as set forth in Section 4.

28 12. Any violation of this Order may be punished by any and all appropriate



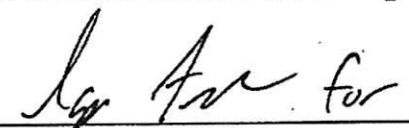
measures including, without limitation, contempt proceedings and/or monetary sanctions.

**IT IS SO STIPULATED.**

Dated: 10/29/18

Downtown L.A. Law Group


By:

  
Farid Yaghoubtil  
Daniel Azizi  
Attorneys for Plaintiff,  
ELLEN HALBERT

Dated: Oct. 30, 2018

Tharpe & Howell, LLP

By:

  
Stephanie Forman  
Diana M. Rivera  
Heidi J. Sinavsky  
Attorneys for Defendant,  
LOWE'S HOME CENTERS. LLC.

**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

Dated: 11/27/2018

By:

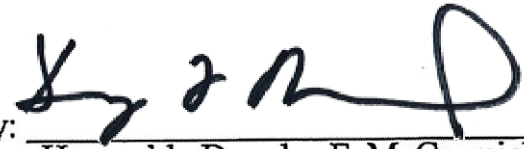
  
Honorable Douglas F. McCormick  
United States District Judge



EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address],

declare under penalty of perjury that I have read in its entirety and understand the  
Protective Order that was issued by the United States District Court for the Central  
District of California on \_\_\_\_\_ [date] in the case of Ellen Halbert  
v. Lowe's Home Centers, LLC., Case No. 8:18-cv-1238-JVS-DFM. I agree to  
comply with and to be bound by all the terms of this Protective Order and I  
understand and acknowledge that failure to so comply could expose me to sanctions  
and punishment in the nature of contempt. I solemnly promise that I will not disclose  
in any manner any information or item that is subject to this Protective Order to any  
person or entity except in strict compliance with the provisions of this Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

1. At the time of service, I was at least 18 years of age and **not a party to this legal action.**
2. My business address is 15250 Ventura Boulevard, Ninth Floor, Sherman Oaks, CA 91403.
3. I served copies of the following documents (specify the exact title of each document served):

**STIPULATED PROTECTIVE ORDER**

4. I served the documents listed above in item 3 on the following persons at the addresses listed:

Farid Yaghoubtil, Esq.  
Daniel Azizi, Esq.  
DOWNTOWN L.A. LAW GROUP  
3460 Wilshire Blvd., #950  
Los Angeles, CA 90010  
Tel: 213-389-3765; 877-389-2775 -  
fax  
Email: [farid@downtownlalaw.com](mailto:farid@downtownlalaw.com)

Attorneys for Plaintiff, ELLEN  
HALBERT

5. a.        **By personal service.** I personally delivered the documents on the date shown below to the persons at the addresses listed above in item 4. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party delivery was made to the party or by leaving the documents at the party's residence between the hours of eight in the morning and six in the evening with some person not less than 18 years of age.
- b.   X   **By United States mail.** I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses in item 4 and (*specify one*):
  - (1)        deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid on the date shown below, or
  - (2)   X   placed the envelope for collection and mailing on the date shown below, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.



I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Sherman Oaks, California.

- c. — **By overnight delivery.** I enclosed the documents on the date shown below in an envelope or package provided by an overnight delivery carrier and addressed to the person at the addresses in item 4. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
- d. — **By messenger service.** I served the documents on the date shown below by placing them in an envelope or package addressed to the person on the addresses listed in item 4 and providing them to a professional messenger service for service.
- e. — **By fax transmission.** Based on an agreement of the parties to accept service by fax transmission, I faxed the documents on the date shown below to the fax numbers of the persons listed in item 4. No error was reported by the fax machine that I used. A copy of the fax transmission, which I printed out, is attached to my file copy.
- f. — **By e-mail or electronic transmission.** Based on an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent on the date shown below to the e-mail addresses of the persons listed in item 4. I did not receive within a reasonable time after the transmission any electronic message or other indication that the transmission was unsuccessful.

6. I served the documents by the means described in item 5 on (date): *see below*

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

10/30/18  
DATE

Belinda A Porras  
(TYPE OR PRINT NAME)

  
(SIGNATURE OF DECLARANT)

I:\29000-000\29759\Discovery\Federal\Stipulated Protective Order.docx